

On the Sixteenth day of October in the year of our Lord
One thousand eight hundred and thirteen at the City of Montreal
in the Province of Lower Canada.

Before the undersigned Public Notaries, duly Commissioned
and Sworn in and for the Said Province, residing in the said
City of Montreal, appeared Samuel Gerrard, Alexander Aulajo
and John Forsyth, of the said City of Montreal, Merchants
Three of the Syndics Directors or Trustees of and for all and
Every the Estates real and personal, moveable and immo-
-vable of William Henderson, Thomas Gibb and Hanson
-Hoyle heretofore of the said City of Montreal, Merchants and
Copartners, using trade there under the name or firm of Hoyle
Henderson & Gibb Bankrupts, for the Benefit of their Creditors,
of the first part; Isaac Harrison, William Borradaile,
Richardson Borradaile and John Atkinson of Salford in
England Merchants & Copartners trading there under the
firm of Borradailes Atkinson & Company, by their attorney
William Hallowell; William Brown & William Drayton, of
Leicester in England aforesaid, Messrs Surviving Partners
of Joseph Brown, by their attorney John Richardson; John
Burton Phillips, John Phillips, Robert Phillips and George
Phillips of Manchester in England aforesaid Merchants and
Copartners trading there under the firm of John and Nathaniel
Phillips & Company by their attorneys Forsyth Richardson
-Company; George William Wood, John Phillips, Robert Phillips
& George Phillips of Manchester aforesaid Merchants & Copartners
trading there under the firm of Thomas Phillips & Company,
by their attorneys Forsyth Richardson & Company, John Sleight
of Leek in England aforesaid, Surviving Partner of Hugh Sleight
& Joseph Alsop heretofore trading under the firm of Sleight
-Alsop & Sleight by his attorneys Forsyth Richardson & Company;
Edward Bunn, of London in England aforesaid by his attorney
John Blackwood; John Waterhouse & Samuel Waterhouse of
Halifax in England aforesaid Merchants & Copartners trading
-under the firm of Samuel & John Waterhouse by their attorneys
Desrivieres Blackwood & Company; Sir Alexander McKenzie
William Parker, Samuel Gerrard, John Ogilvy, Thomas
Yeward, George Gillespie & John Mure of the said City of

Montreal Merchants now or lately trading together under
the firm of Parker Gerard Ogilvy & Company; William Barratt
Joseph Barratt & Thomas Barratt, of Manchester aforesaid
Merchants & Partners trading under the firm of John Barratt
& Sons. by their attorney James Stuart; and others
Creditors of the said William Henderson, Thomas Gibb and
Hanson Hoyle, whose names are herunto subscribed, of the
second part. — The said William Henderson and Thomas Gibb
in their own names and on their own behalf and Respete
Hoyle of the said City of Montreal, Gentlemen and the said
Thomas Gibb, Executors of the last Will and Testament of the
said Hanson Hoyle, and also Curators in due form of Law
appointed to the vacant Succession of the said Hanson Hoyle,
of the third part, and Thomas Andrew Turner, of the said
City of Montreal, Merchant, and Alexander Allison also of
the same place Merchant, of the fourth part, which said
Parties did and do hereby declare, Consent and agree with
each other in manner following — That is to say: — Whereas
the said William Henderson, Thomas Gibb & Hanson Hoyle,
on the eighteenth day of February, in the year of our Lord
One thousand eight hundred and eleven by a certain deed
of assignment duly made and Executed at the said City of
Montreal before Gray and another Public Notaries and
bearing date the day and year last aforesaid, did assign
transfer and set over all and Every their Estates real and
personal, Moveable and immoveable, to the said John
Woolf, William Gibson and Samuel Gerard, their Heirs
and assigns, for the benefit of the Creditors of them the said
William Henderson Thomas Gibb and Hanson Hoyle, upon
the trusts and to and for the intents and purposes in the said
Deed of assignment mentioned. —

And Whereas the said John Woolf, William Gibson and
Samuel Gerard, afterwards, to wit, on the thirty first day
of December in the year of our Lord One thousand eight hundred
and eleven, in and by a certain Deed of assignment duly
made and Executed at the said City of Montreal and
bearing date there the day and year last aforesaid, did
renounce, relinquish, and quit Claim of all their rights,

Title, and Interest whatsoever of in and to the trusts, Estates, real and personal, moveable and immoveable, debts, monies, and premises to them in and by the said Deed of assignment first above mentioned assigned as aforesaid, and for the Considerations in the said Deed of assignment secondly above mentioned specified, they the said John Woolf, William Gibbons and Samuel Gerrard (by direction and appointment of the said William Henderson and Thomas Gibb, & the said Rosseter Hoyle, and Thomas Gibb, Executors and Curators as aforesaid) did bargain, sell, assign, transfer, and set over to their Creditors in a certain Schedule Marked **A** to the said Deed of assignment secondly above mentioned annexed whose names are to the said Deed of assignment subscribed, their heirs and assigns forever, Certain Estates real and personal, Moveable and immoveable and among these, all that certain Lot of Ground Situated in St Paul Street in the said City of Montreal, bounded in front by the said Street, on one side by the Lot of Etienne St. Dozier, Esquire, and on the other side by the Lot of Parker Gerrard Ogilvy and Company, and in the rear by the Public Road along the River, with a Stone Dwelling house two stories high, a Cellar and other buildings thereon erected, together with all and every the rights, members, and appurtenances to the same in any wise Belonging, to have and to hold the said premises so bargained, sold, assigned and set over to the said Creditors in the said Schedule Marked **A** named whose names to the said Deed of Assignment are subscribed their heirs, Executors, Curators, and assigns, upon Trusts, and to the Intent and purpose, that the said Creditors should and would with all Convenience Speed sell and dispose of or cause to be sold and disposed of, the said real and personal Moveable and immoveable Estates for the ^{best} prices that could be got for the same to be paid distributed and divided amongst the said Creditors, as in the said Deed of Assignment is mentioned,

And Whereas the said Creditors in the said Schedule Marked **A** whose Names are to the said Deed of Assignment subscribed, did in and by the said Deed declare that for the

purpose

For them & on their
behalf to carry
H. G. 1712

purpose of Providing for the Management of their rights and
Interest they did by the said deed unite themselves to form
thence forward One Undivided body of Creditors, and did make
Constitute and appoint the said John Woolf, William Gibbons,
Samuel Gerrard Alexander Auldjo and John Forsyth, or any
three of them to be trustees, Trustees or directors of and for their
rights and Interests ^{into} into effect the several trusts in the said
Deed of assignment contained, with full power and authority
to them, or any three of them, to do and transact, and cause
to be done and transacted, every act, matter and thing, in that
behalf needful or requisite, and whereas the said Samuel
Gerrard, Alexander Auldjo, and John Forsyth, as such
trustees, Trustees or directors, as aforesaid, and by and with
the consent and approbation of the said Creditors herein
before named and of the said William Henderson & Thomas
Gibb, and of the said Ropeter Hoyle and Thomas Gibb
Executors and Curators as aforesaid, have agreed with the said
Thomas Andrew Turner and Alexander Allison to sell them
the said Lot of ground and premises herein before described
at and for the price of two thousand five hundred pounds
Current Money of the said Province of Lower Canada (being
the Highest price that could be got for the same) payable
in the manner herein after named; Now these Presents
Witness, that for the purpose of carrying in to effect the said
agreement and for the said price and consideration of
two thousand five hundred pounds, payable as hereinafter
is mentioned, the said Samuel Gerrard, Alexander Auldjo,
and John Forsyth, Trustees, Trustees or Directors as
aforesaid (by and with the consent, direction and appoint-
ment of the said Creditors herein before named, and of the
said William Henderson and Thomas Gibb and the said
Ropeter Hoyle and Thomas Gibb, Executors and Curators
as aforesaid Testified by their being parties to and signing
these presents, and also the said Creditors, and the said
William Henderson & Thomas Gibb and the said Ropeter
Hoyle and Thomas Gibb, Executors and Curators as

aforesaid

Aforesaid have granted, bargained, and sold, and by these presents do grant, bargain and sell, without any warranty on the part of the Said Creditors and trustees, Sindies or Directors, in their Individual and private names to the Said Thomas Andrew Turner and Alexander Allison, their heirs and assigns, all the aforesaid Lot of ground situated in St Paul Street in the Said City of Montreal, bounded in front by the Said Street, on one side by the lot of Etienne A Dozier, Esquire and on the other side by the Lot of Parker Gerrard Ogilvy & Company and in the rear by the Public road along the River, with a stone dwelling house, two stories high, a Vault and other buildings thereon Erected, together with all and every the rights members and appurtenances to the same in any wise belonging, to have and to hold the Said Lot of ground, dwelling house, Vault, ~~and~~ buildings, and premises, to the Said Thomas Andrew Turner and Alexander Allison their heirs and assigns, to the only use and behoof of the Said Thomas Andrew Turner and Alexander Allison, their heirs and assigns, forever, Subject, nevertheless, to all such Seignioral rights dues and duties, as the Said Lot of ground and premises may hereafter be liable to, by reason of the tenure thereof, to or in respect of the Seignior or Seigniors of the Island of Montreal of whom the same are held "en roture", and the Said Samuel Gerrard, Alexander Allou, and John Forsyth, Trustees, Sindies or Directors as aforesaid, and the Said Creditors above named in such their Capacities, and not in their private and individual names, and the Said William Henderson, & Thomas Gibb, and the Said Robert Hoyle and Thomas Gibb, Executors and Curators as aforesaid, do for themselves and their heirs grant that the Said Thomas Andrew Turner and Alexander Allison, the Said Lot of ground dwelling house Vault, buildings and premises with their appurtenances unto the Said Thomas Andrew Turner and Alexander Allison their heirs and assigns, against them the Said Samuel Gerrard, Alexander Allou, and John Forsyth, and them the Said Creditors and the Said William Henderson and Thomas Gibb

and

#Downs Estates Debts
Judgments Charges

H. G. No. 10

and the said Robert Hoyle, & Thomas Gibb, Executors and Curators as aforesaid, and against all and every other person and persons shall and will warrant and forever defend by these presents; and that the said lot of ground and premises now are and from henceforth shall be and remain to the said Thomas Andrew Turner, and Alexander Allison, their heirs and assigns free and clear, and freely and clearly Exonerated and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Devises, and Incumbrances Whatsoever, had made, committed, done, or suffered by them the said Grantors, or by any of them, or by any other person or persons Whomsoever.

And in consideration of the Sale of the said lot of ground and premises so as aforesaid made, the said Thomas Andrew Turner and Alexander Allison did and do hereby Covenant promise and agree to and with the said Samuel Gerrard, Alexander Muldo, and John Forsyth, Trustees, Sindies, or Directors as aforesaid, to pay to them or to such person or persons as may hereafter be Trustees, Sindies or Directors for the management of the Estates of the said Bankrupts, and the Interests of their Creditors the aforesaid price or Sum of two thousand five hundred pounds, at the times and in the manner following, that is to say, the Sum of Eight hundred & thirty three pounds Six Shillings & Eight pence (parcel thereof) in the course of the present month of October; the Sum of Eight hundred & thirty three pounds Six Shillings & Eight pence, (other Parcel of the said price) on or before the first day of May which will be in the year of our Lord One thousand Eight hundred and fourteen and the Sum of eight hundred & thirty three pounds Six Shillings & Eight pence - (Residue of the said price) on or before the first day of May which will be in the year of our Lord One thousand Eight hundred & fifteen, with Interest on the said two last mentioned installments or Sums from the first day of May next ensuing till paid.

And for the purpose of Extinguishing all hypothecary Claims, Charges and Incumbrances on the said lot of ground and premises, it was and is hereby Covenanted and agreed

by

By and between the said Parties to these presents, That the
said Thomas Andrew Turner, and Alexander Allison may,
within one year from the date hereof, at the proper costs
and charges of the said Samuel Gerrard, Alexander Auldjo,
and John Forsyth, as such Trustees, Trustees or directors,
Cause the said Lot of ground and premises to be seized and taken
in Execution by the Sheriff of this District as the property
of one or both of them the said Thomas Andrew Turner
and Alexander Allison to be sold and adjudged by the said
Sheriff at Public Sale to them the said Thomas Andrew
Turner and Alexander Allison, at and for such price as it
may be necessary to bid for the same, without being held or
bound nevertheless, to pay any greater or less price for the
same than the price herein before mentioned, and
that the sale and adjudication of the said Premises so
to be made by the said Sheriff shall together with these
presents make and constitute but one title to & for the same.

And the said Samuel Gerrard, Alexander Auldjo and
John Forsyth, Trustees, Trustees, or directors as aforesaid, did
and do hereby Covenant promise and agree, to and with
the said Thomas Andrew Turner and Alexander Allison,
That if in proceeding to the sale of the said premises by
the said Sheriff as aforesaid, any hindrances or oppositions
by and on the part of the said Vendors or their predecessors or
any other persons claiming under them whether, à fin
de distraire, Conserver, or otherwise shall be made, they
the said Samuel Gerrard, Alexander Auldjo, and John Forsyth,
Trustees, Trustees, or directors as aforesaid will Cause them
to be set aside and withdrawn, within three months
from the time of receiving notice, thereof, and that if in Con-
sequence of such oppositions, they the said Thomas Andrew
Turner and Alexander Allison should be obliged to pay &
deposit the price of adjudication they the said Samuel
Gerrard, Alexander Auldjo, and John Forsyth, will pay
and Deposit the same for them and to relieve them
from such payment and deposit, and further that they
the said Samuel Gerrard, Alexander Auldjo and John

Forsyth

de present acquiescent against paye ses Lods en partie grace facte aduantage (lequel Lods n'est été cotinues
que deduit le terrain ou les vingt foies, sans paye, et sans aucun droit de terrain ou ses vingt foies)
cette infirmité de 10 p centil 1822 aux clauses et conditions portées au contrat de remission

Richard J. Smith

Forsyth, Trustees Sincies or Directors as aforesaid shall &
 will reimburse and pay to the Said Thomas Andrew
 Turner and Alexander Allison, all and every the Costs &
 Charges to be by them incurred in bringing the Said lot of
 Ground and premises to a Public Sale by the Sheriff as
 aforesaid, provided always and it is hereby covenanted
 and agreed by and between the Said parties that the Said
 Thomas Andrew Turner and Alexander Allison shall
 not receive possession of the Said lot of Ground and premises
 till the first day of May now next ensuing, and in Consi-
 deration of such delay in the delivery of possession the Said
 Samuel Genard, Alexander Auldjo and John Forsyth,
 Trustees Sincies or Directors as aforesaid did and do
 hereby covenant promise and agree to and with the Said
 Thomas Andrew Turner and Alexander Allison to
 allow and pay to them the Said Thomas Andrew Turner
 and Alexander Allison Lawful Interest on the aforesaid
 Sum of eight hundred & thirty three pounds six Shillings &
 Eight pence to be paid by them the Said Thomas Andrew
 Turner and Alexander Allison in the Course of the present
 month of October as aforesaid from the day of the payment
 thereof, till the Said first day of May now next ensuing,
 And for the Execution of these presents and every matter
 thereto relating the Said Parties did and do hereby respec-
 tively Elect their Domiciles, irrevocable, at their several
 & respective places of present abode in the City of Montreal
 aforesaid, at which Place &c.

Thus done & Executed at the Said City of Montreal
 in the office of Henry Griffin, one of the Subscribing
 Notaries, the day & year first above written the Said
 parties having to these presents first ~~read~~ read according
 to Law set their hands with us the Said Notaries who
 have hereunto also set our hands in testimony of the
 premises.

(Signed) S. Genard
 A. Auldjo
 J. Forsyth

(Signed) Wm Henderson Junr.
 Thomas Gibb
 Robert Boyle
 Thomas Gibb
 Tho. A. Turner
 Alex. Allison
 S. Genard

(Signed) John Barratt
 Esq. by their
 attorney, Stuart
 Burg Mays Esq.
 by their attorney
 D. Sutherland
 P. power of Substi-
 tution from John
 Jones

Borradailes & Atkinson by
 their attorney, Wm. Wallerwell.

(Signed) Samuel & John Waterhouse
by their attorneys —
Desriviers Blackwood & Co.
Matthew Wotherspoon by
his attorney. W. Blackwood
Edward Mann by his attorney
W. Blackwood
Harris Leach & Co. — by their
attorney, W. Blackwood.
William Hodgson & Co.
by their attorney.

Henry Cox

Richard & Geo. Gould by —
their attorneys for Bellows &
Gates & Co. Horatio Gates —

Tennants & Co. by their
attorneys. Miller & Parlant

J. M. Phillips & Co. by their
attorneys.

Forsyth Richardson & Co.

Brown & Drayton, by —

John Richardson, per
power of substitution from
Robert Morrogh their attorney
in chief —

(Notary) (Signed) Tho. Barron N. P. and the Undersigned
A True Copy. Taken
prior first obtaining of the
Notary's Seal

And afterwards on this day the thirtieth of October of the
same year One thousand eight hundred and thirteen appeared
before the same Notary Samuel Gerard Esquire of the City of
Montreal Merchant One of the Trustees and Directors of the
Estate of Messrs Hoyle Henderson & Gibb named in the annexed
foregoing Deed of Bargain & Sale. Who did and doth hereby in his
said Capacity acknowledge & confess to have had & received of and
from Thomas Andrew Turner, and Alexander Allison the —

purchasers

(Signed) S. Gerard
J. Hughes & Duncan
Mary Hoyle by her
attorney. S. Gerard.

E. Chenab Hoyle
by his attorney. —

S. Gerard

David Dyson by his
attorney. S. Gerard.

Elam Grainger & Co.
by their attorney —

S. Gerard

James Hoyle, of Helling
by his attorney.

S. Gerard.

Parker Gerard Ogilby & Co.

Heigh Alsop & Heigh —
by their attorneys. —

Forsyth Richardson & Co.

Tho. Phillips & Co. —
by their attorneys

Forsyth Richardson & Co.

Purchasers in the said deed of Bargain & Sale also named
the full sum of Eight hundred and thirty three pounds Six
Shillings and eight pence Currency of the Province being the
Amount of the Installment, which the said Thomas Andrew
Turner & Alexander Allison did obligate themselves to pay unto
the said Trustes Syndics or Directors in the Course of the present
month of October as part and parcel of the Consideration -
Money therein mentioned and thereof and therefrom doth
acquitt release & generate & discharge the said Thomas Andrew
Turner and Alexander Allison and all others forever by these
presents without prejudice to the rest & residue of the Interest that
may become due & payable thereon.

As thus &c. - Done & signed at the said City of
Montreal on the Day month & Year first above written
& signed by the said Samuel Gerard with us the said Notaries
after being duly read. p. Signed. S. Gerard. Tho. Barron. &c.
and the Undersigned Notary

A True Copy -

H. Griffin

Notary

On this day the thirtieth of September in the Year of
our Lord One thousand eight hundred and fourteen appeared
before the undersigned Notaries Samuel Gerard Esquire of the City of
Montreal Merchant and one of the Trustes Syndics or Directors to the
Estate of Mess^{rs} Doyle Henderson and Gibb in the annexed and
 foregoing deed of Bargain and Sale who did and doth hereby in
his said capacity acknowledge and confess to have had and
received of and from Mess^{rs} Thomas Andrew Turner and Alexander
Allison the purchasers in the said deed also named the full sum
of eight hundred and thirty three pounds Six Shillings and
eight pence Currency being the amount of the installment which
they the said purchasers did obligate themselves to pay unto the
said Trustes Syndics or Directors on or before the first day of May
now last past as part and parcel of the consideration money therein
mentioned and contained as also to have received the full amount of
Interest on the same up to the day of the date hereof, and thereof and
therefrom as well principal as interest the said Samuel Gerard
in

in his said capacity, doth hereby acquit release and discharge the
said Thomas Andrew Turner and Alexander Allison and all others
for ever by these presents without prejudice to the ^{third and} last instalment
with the interest that may grow due and owing thereon. For this
Dated at Montreal aforesaid on the day and Year above written
and signed with us Notaries after being duly read / Signed/
V. General Tho. Barron Q. P. and the Undersigned
Notary

A True Copy
H. Griffin

Notary

On this day the thirty first day of October of the year one thousand
eight hundred and fifteen Before the undersigned Public Notary for
the Province of Lower Canada residing in the City of Montreal
Persons who appeared Samuel Bernard & John Bousquet Esqrs of said Mon-
treal two of the Executors or Directors of the Estate of Ayle Henderson
& Pitt all in the uninclosed deed of bargain & Sale named who acknow-
ledge and confessed to have had and received of and from Messrs Thomas
Turner and Alexander Allison the purchasers in the said deed named
the sum of eight hundred and thirty three pounds six shillings and
eight pence currency with also the further sum of twenty pounds
six shillings and eight pence currency for interest thereon reckoning
from the first day of May And the sum eight hundred and fourteen
the whole being the balance of the consideration or purchase money and
interest in the said uninclosed deed of bargain & Sale mentioned and
thereof and therefrom and of and from every part and parcel thereof
and every other claim & pretension whatsoever by reason of the uninclosed
deed they the said Samuel Bernard and John Bousquet in their said
capacities do hereby acquit release warrant and discharge the said Thomas
Turner and Alexander Allison their heirs and assigns and
all others for ever by these presents For this Dated at Montreal
aforesaid on the day and Year above written and signed with the
said Notaries after being duly read. / signed / Gerard M.
Forsyth, Tho. Barron Q. P. and the Undersigned
Notary

(Copy)

H. Griffin

Notary

W. E. D. No. 3

Page 29 - W. E. D. No. 3

*W. E. D. No. 3
1st June 1821*

*William Hall
Scotts - 3
Pleasant
Exhibit No 3*

Copy

*16. October 1813
Barrington & Lake
J. Schou
James Bernard Esq
and Office, General of
Royal Ordnance, Dept. of Ordnance
Major John A. Barrington
and Alexander Allan*

DISTRICT OF }
MONTREAL.

On the *Fifth* Day of
September in the year of our LORD, One Thousand eight hundred and
Sixteen Before the undersigned PUBLIC NOTARIES, duly com-
missioned and sworn, in and for the Province of Lower Canada, residing in
the City of Montreal.

PERSONALLY APPEARED *Thomas*
Andrew Turner Esquire of the said City of
Montreal Merchant who declared,
acknowledged, and confessed to be

justly and truly indebted on the day of the date hereof, to the Estate and
succession of the late *James Caldwell* Esquire in his life
time of said *Montreal* Merchant. In the full

Sum of *One Thousand pounds*

Current Money of the said Province of Lower Canada, being for Value had

and received by the said *Thomas Andrew Turner* from *John Gray*
of said *Montreal* Esquire Executor of the last will of the said late *James*
Caldwell
at and before the Execution of these Presents, the receipt whereof he doth

hereby acknowledge, and therewith he is satisfied, which said

Sum of *One Thousand pounds*

said Current Money he the said *Thomas Andrew*
Turner doth hereby

covenant, promise, and agree, to well and truly pay,

or cause to be paid to the said *John Gray* his heirs.

MS 435/2/8

CH 156.526

heirs or assigns (present and accepting) or to the Receiver here-
of within the course of the term of Twelve Calendar
Months from and after the Twenty Eighth day of
the Month of August Now last past

with Legal Interest thereon, from the day of the date last
aforesaid at the rate of Six per Centum per
Annum, until actual payment payable quarterly
on pain &c.

And FOR the more ample security whereof both principal and
Interest the said Thomas Andrew Turner
doth hereby specially bind,
obligate, Mortgage, and hypothecate, all and singular his
real and personal property present and future (*meubles et
immeubles présents et avenir*) one obligation not derogating from the other:
for Thus &c.

AND for the execution of these presents the said Thomas Andrew
Turner hath elected
his domicile at his present place of residence
in this City

Where, &c. Promising, &c. Obliging, &c. Renouncing, &c.

Done and Passed AT the said City of Montreal,

in the Office of HENRY GRIFFIN, one of the said Notaries, on the Day,
Month, and Year, first before Written, in the *after* noon, and signed by
the said *parties,*

with us the said Notaries, on the Original Minute, to remain of record in the
said Office, after being first duly read according to Law, *(Signed)*

Thomas A. Turner

John Gray

Thos. Barron M.^o (and) H. Griffin Not.

(A true Copy)

H. Griffin

Not. public

On this day, the twenty, sixth of January, one thousand and
eight hundred and twenty four, Before the same Notaries
appeared John Gray, Executor of the Last Will and Testament
of the late James Caldwell, who acknowledged to have had and
received of and from Thomas Andrew Turner by the Order
in the foregoing obligation named, by the hands of Mrs
Elizabeth Middleberger, widow of the late George Platt
in his life time of Montreal Merchant, the sum of
one thousand and fifty eight pounds, fifteen shillings
and eight pence currency, being in full for the principal
and interest up to the twenty seventh day of June
last on the within written obligation, and thereupon
the said John Gray doth hereby acquit and discharge
the said Thomas Andrew Turner, the said Elizabeth
Middleberger Platt and all others for ever -

Dated at Montreal on the day and year
above written and signed with us Notaries after
being duly read. *(Signed)* John Gray, Executor to
the last will of the late James Caldwell by Thos Barron
(and) H. Griffin N. P. *A True Copy*

H. Griffin

N.P.

5. October 1816

Attestation by

Thomas A. Storer Esq

in favor of

The Estate of the late

James Barthwick Esq

Esq

Attest by

26 January 1816

J. E. M.

To all to whom these presents shall come, I Frederick William Crampton, Esquire, Sheriff of the District of Montreal, in the Province of Lower Canada, send greeting. Whereas a certain writ of our Sovereign Lord the King, was sued out of the Court of King's Bench, of our said Lord the King, holding civil pleas, in and for the said District of Montreal, the tenor whereof followeth, to wit, "George the Fourth by the grace of God, of the united Kingdom of Great Britain and Ireland, King, Defender of the Faith. To the Sheriff of the District of Montreal in our Province of Lower Canada, Greeting. We command you that of the lands and tenements therein after described and in the possession of John Gray of St. Catherine, in the District of Montreal, Esquire, in his capacity of Curator a duly appointed to the vacant succession of the late Alexander Allison, deceased, in his life time of the City of Montreal aforesaid, Merchant, and also in the possession of Thomas Andrew Turner, of the City of Montreal aforesaid, Merchant, to wit, a certain lot of ground situate in the City of Montreal, bounded in front to the north, by St. Paul Street, in the rear towards the South by the street called Commissioners Street running along the northern bank of the river St. Lawrence, bounded on one side to the east by a house and store belonging to Messrs. Ferrabee, Gillespie, Moffatt & Co, and

Les presents acquiescés par le public
 aux clauses & conditions du contrat de
 vente, le 12.9.67 1830
 par le Comte de
 La Rivière (ou par son procureur)

MS435/2/10

CH160.530

on the other side towards the west by land and
premises belonging to the heirs or representatives of
Etienne St. Dizier, the said lot containing all the
ground within the said boundaries. And further
upon condition that the said lot of land, be
sold subject to the payment of one thousand
pounds Current Money aforesaid with interest
thereon from the third day of January last,
to Alexander Caldwell, Lieutenant in our forty
first Regiment of foot, Marie Amelia Caldwell
wife of Edward Hetherington, Captain in our
twenty sixth regiment of foot and Sophia
Louisa Caldwell wife of John Ashworth, Deputy
assistant Commissary General, the said sum of
one thousand pounds to be paid by whomsoever
may become the purchaser of the said lot on the
third day of January next, to the said Alexander
Caldwell, Mary Amelia Caldwell and Sophia
Louisa Caldwell as heirs and representatives of
the late James Caldwell, deceased. You cause
to be made the sum of seven hundred and
eighty seven pounds ten shillings Current money
of our said Province, which Samuel Gerrard
of the City of Montreal in the District of
Montreal, Merchant, lately in our Court of
King's Bench for the said District recovered
against the said John Gray in his said
Capacity and Thomas Andrew Turner for a
debt and eight pounds five shillings and
nine pence, which were awarded to the said
Samuel Gerrard in our same Court, for his
expenses and costs laid out by him about his
suit in that behalf, together with interest
upon the sum of seven hundred pounds
from the first day of february last past, until
actual

Deed of Sale

And: W. C. Ematinger Esquire
(as Sheriff of Monroe)

John Platt, George Platt,
Henrietta Platt, Emma
Matilda Platt and Sarah
Platt, minor Children of the
late George Platt Esquire
and of Elizabeth Nettle-
berger his wife

Of a Lot of ground and
premises in St. Paul Street
in the City of Montreal late
the property of the late
Alexander Allison and of
Thomas Andrew Turner.

Dated 19th July 1822.

H
Inventorised G. I. This
2nd May A. D. 1883.
J. P. M.

TO ALL TO WHOM these presents shall come, I, FREDERICK WILLIAM
ERMATINGER, Esquire, Sheriff of the District of Montreal, in the Province of Lower-
Canada, send greeting. WHEREAS, on the *twenty seventh* day of
November last, _____

a certain writ of execution, of our Lord, the King, was sued out of his Majesty's
Court of King's Bench, holding civil pleas, in and for the said District, at the suit of

John Allison of Montreal Merchant, _____

against the lands and tenements of *Thomas Andrew Turner*
of the City and District of Montreal Merchant _____

to me directed, which said writ, afterwards, to wit, on the *second day of*
December last, _____

was unto me delivered, in due form of law to be executed; by virtue whereof I, the
said Sheriff, did seize into my hands and take in execution, as belonging to the said

Thomas Andrew Turner a certain lot of
ground situated in Saint Paul Street in the
City of Montreal aforesaid, bounded in front
by the said Street, on one side by the Lot of
St. Dizier Esquire, on the other side by the Lot
of Parker Bernard Ogilvy and Company, and
in the rear by the public road along the river
with a stone dwelling house two stories high,
a vault and other Buildings thereon erected. _____

AND WHEREAS, I, the said Sheriff, having so seized into my hands and taken the said
lot of ground and premises _____

in execution, did cause the same to be advertised and published, according to law, to
be sold and adjudged to the highest bidder at *my Office in the City*
of Montreal aforesaid _____

on *Monday* the *eleventh* day of *April* Instant
at *eleven* of the clock, in the *forenoon*, and the said *lot of ground*
and premises _____

being then put up to sale in the usual manner *the aforesaid Thomas*
Andrew Turner, _____

became

became the purchaser thereof, being the best and highest bidder, at and for the price or sum of *One thousand six hundred pounds*

current money of the Province of Lower-Canada aforesaid. NOW, in order to convey the said *lot of ground and premises* and to confirm the purchase thereof to the said *Thomas Andrew Turner, his*

heirs and assigns. KNOW ALL MEN by these presents, that I, the said Frederick William Ermatinger, Sheriff as aforesaid, by virtue of the said writ of execution, and of my said office, and for and in consideration of the said sum of *One thousand six hundred pounds*

to me, by the said *Thomas Andrew Turner,* at or before the execution hereof in hand paid, the receipt whereof I do hereby acknowledge, and thereof do acquit and discharge the said *Thomas Andrew Turner, his*

heirs and assigns, HAVE granted, bargained, sold and conveyed, and by virtue of the said writ of execution and these presents DO, as much as in me is, and I lawfully may, grant, bargain, sell and convey to the said *Thomas Andrew Turner, his*

heirs and assigns, all the said *lot of ground and premises*

herein before mentioned, situate, lying and being as aforesaid; and also all and singular the right, title, interest, property, claim and demand whatsoever, of me, the said Sheriff, by virtue of the writ of execution aforesaid, of, in and to the same, and every part and parcel thereof; TO HAVE AND TO HOLD all the said *lot of ground and premises*

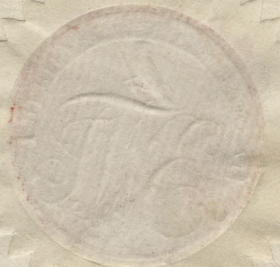
in and by these presents bargained, sold, and conveyed, and every part and parcel thereof, with *their* - and every of *their* - appurtenances, unto the said *Thomas Andrew Turner, his*

heirs and assigns to the only proper use, benefit and behoof of the said *Thomas Andrew Turner, his*

heirs and assigns. for ever, and to and for no other use, intent, or purpose whatsoever *under such rents duties and services as the said lot of ground and premises are subject to.*

In Witness whereof I, the said Sheriff, have hereunto set my hand and the seal of my office, this *twelfth* day of *April* in the *fifty fourth* year of the reign of our sovereign Lord George the Third, by the Grace of God, of the United Kingdom of Great-Britain and Ireland, King, Defender of the Faith, and in the year of OUR LORD, one thousand eight hundred and *fourteen.*

Frederick W. Ermatinger



Deed of Sale

Med. W. Dumatinger Esquire
(Sheriff)

Mr. Thomas A. Turner

Of a lot of ground and
premises in St Paul Street
in the City of Montreal the
property of the said Thomas
Andrew Turner. —

Dated 12th April 1814

Vol. 3 }
Page 29 }
T. A. Turner

actual payment, whereas the said John Gray
in his said capacity and Thomas Andrew
Turner are convicted as appears to us of record
and twenty shillings subsequent costs and your
own fees and have you the said monies before
us at Montreal on the first day of October next,
to render the said Samuel Gerard for his
said debt, interest and costs and have you then
and there this writ. Witness the honorable S. Ch.
Foucher one of the Justices of our said Court at
Montreal, this second day of March one thou-
sand eight hundred and twenty-two, in the
third year of our Reign. signed, "Roid,
Sevesque and Monk, J. K. B." written in the
margin of the said writ, "Province of Lower
Canada District of Montreal," and sealed and
signed in the said margin, "L. C. Foucher, J.
K. B." Endowed upon the said writ, "Judgment
rendered on the nineteenth day of February
one thousand eight hundred and twenty-two";
signed, "L. C. Foucher, J. K. B." which said writ
afterwards, to wit, on the said second day of
March, in the year one thousand, eight hun-
dred and twenty two aforesaid, was unto me
delivered in due form of law to be executed;
by virtue whereof I the said Sheriff did seize
into my hands and take in execution as
being in the possession of the said John
Gray, in his capacity aforesaid, and of the
said Thomas Andrew Turner, the aforesaid
lot of ground and premises in the said recited
writ particularly mentioned and described,
and did cause the same to be advertised
and published according to law, to be sold,

and

and adjudged to the highest bidder at my
Office in the City of Montreal aforesaid, on Monday
the fifteenth day of July instant, at eleven of the
clock in the forenoon, And whereas the said
lot of ground and premises being then put up to
sale in the usual manner, subject to the pay-
ment by the purchaser thereof of the sum of
money in the said recited writ mentioned, to-
gether with the interest thereof, to the persons
therein named in the manner and at the
period therein mentioned, John Gray of St.
Catherine in the said District of Montreal, Esquire,
one of the Defendants in the said writ also named,
became the purchaser thereof being the best and
highest bidder, in the name and for and on
the behalf of John Platt, George Platt, Henrietta
Platt, Emma Matilda Platt, and Sarah
Platt, all minor Children of the late George Platt
deceased, in his life time of the City of Montreal
aforesaid, Esquire and of Elizabeth Mittleberger
his wife, at and for the price or sum of five
hundred and twenty-five pounds Current
Money of the Province of Lower-Canada afo-
said. Now in order to convey the said lot of
ground and premises and to confirm the
purchase thereof to the said John Platt, George
Platt, Henrietta Platt, Emma Matilda Platt
and Sarah Platt, the said Elizabeth Mittle-
berger, [#] being present and accepting for them
the said minor Children, their heirs and
assigns, Know all men by these presents
that I the said Frederick William Ematinger
Sheriff as aforesaid, by virtue of the said recited
writ, and of my said Office, and for and in
consideration of the said sum of five hundred

and

Subscribed to the
said minors

F.W.C.

and twenty-five pounds to me by the said Elizabeth Middleberger set or before the execution hereof in hand paid the receipt whereof I do hereby acknowledge, and thereof do acquit and discharge the said John Platt, George Platt, Henrietta Platt, Emma Matilda Platt, and Sarah Platt, their heirs and assigns, and of the further sum of money in the said recited writ mentioned together with the interest thereof to be by them paid to the persons therein named as aforesaid, Have granted, bargained sold and conveyed and by virtue of the said recited writ, and these presents do, as much as in me is and I lawfully may, grant, bargain, sell and convey to the said John Platt, George Platt, Henrietta Platt, Emma Matilda Platt, and Sarah Platt, the said Elizabeth Middleberger being present and accepting as aforesaid, their heirs and assigns, all the said lot of ground and premises herein before mentioned, situate, lying and being as aforesaid; and also all and singular the right, title, interest, property, claim and demand whatsoever, of me the said Sheriff by virtue of the writ of execution aforesaid, of, in and to the same, and every part and parcel thereof; to have and to hold all the said lot of ground and premises in and by these presents bargained, sold and conveyed, and every part and parcel thereof, with their and every of their appurtenances, unto the said John Platt, George Platt, Henrietta Platt, Emma Matilda Platt and Sarah Platt, the said Elizabeth Middleberger being present and accepting as aforesaid, their heirs and assigns, to the only proper use, benefit and behoof of the said John Platt, George Platt,
Henrietta

Hennietta Platt, Emma Matilda Platt and Sarah Platt, their heirs or assigns for ever, and to and for no other use, intent or purpose whatsoever, subject to the payment of the aforesaid sum of money in the said herein before recited writ mentioned, together with the interest thereof, to the persons therein named, and in the manner and at the period therein also mentioned as aforesaid, and under such rents, duties and services as the said lot of ground and premises are subject to. In witness whereof I the said Sheriff have hereunto set my hand and the seal of my office this nineteenth day of July, in the third year of the reign of our Sovereign Lord, George the Fourth by the grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith, and in the year of our Lord, one thousand eight hundred and twenty two.

Jed^{es} M. Ematinger



This Indenture made the seventeenth day of November, in the year of our Lord, one thousand, eight hundred and Seventeen, Between Thomas Andrew Turner of the City of Montreal, in the District of Montreal, in the Province of Lower-Canada, Merchant, of the one part, and Alexander Allison of Glasgow, in that part of the United Kingdom of Great Britain and Ireland, called Scotland, Merchant, of the other part.

Whereas in and by a certain Deed of Sale duly made and executed, on the sixteenth day of October, in the year of our Lord, one thousand, eight hundred and thirteen, by and between Samuel Genard, Alexander Auldgo, and John Forsyth of the said City of Montreal, Merchants, Three of the Syndics, Directors, or Trustees of and for all and every the Estates, real and personal, moveable and immoveable of William Henderson, Thomas Gibb, and Hanson Hoyle heretofore of the said City of Montreal, Merchants, and Copartners using trade there under the name or firm of Hoyle, Henderson and Gibb, Bankrupts, for the benefit of their Creditors, of the first part, Isaac Harrison, William Borradaile, Richardson Borradaile, and John Atkinson of Salford in England, Merchants and Copartners, trading there under the firm of Borradaile, Atkinson, and Company, by their Attorney, William Hollowell, and others Creditors of the said William Henderson, Thomas Gibb, and Hanson Hoyle, in the said Deed named, and whose names are to the said Deed subscribed, of the second part; the said William Henderson and Thomas Gibb in their own names, and on their own behalf, and Roseler Hoyle, of the said City of Montreal, Gentleman, and the said Thomas Gibb, Executors of the last Will and Testament of the said Hanson Hoyle, and also Curators in due form of Law appointed to the vacant Succession of the said Hanson Hoyle of the third part, and the said Thomas Andrew Turner, and Alexander Allison by the names and descriptions of Thomas Andrew Turner of the said City of Montreal, Merchant, and Alexander Allison also of the same place, Merchant, of the fourth part, Before Griffin and another, Public Notaries, and bearing date, at the said City of Montreal, the day and year ^{last} aforesaid, the said Samuel Genard, Alexander Auldgo, and John Forsyth, Three of the said Syndics, Trustees or Directors as aforesaid, by and with the consent, direction and appointment of the said Creditors in the said Deed named, and of

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the said William Henderson, and Thomas Gibb, and the said Rofeter Hoyle, and Thomas Gibb, Executors and Curators as aforesaid, testified by their being Parties to, and signing the said Deed, and also the said Creditors, and the said William Henderson, and Thomas Gibb, and the said Rofeter Hoyle, and Thomas Gibb Executors and Curators as aforesaid, for the price or consideration of Two Thousand, Five Hundred Pounds, in the said Deed mentioned, did grant, bargain, and sell to the said Thomas Andrew Turner, and Alexander Allison, their Heirs and Assigns, all that certain lot of ground situated in St. Pauls Street in the said City of Montreal, bounded in front by the said Street, on one side by the lot of Etienne St. Leger Esquire, on the other side by the Lot of Parker, Gerrard, Ogilvy and Company, and in the rear by the Public Road along the River, with a Stone dwelling house, two Stories high, a Vault, and other buildings thereon erected together with all and every the rights members, and appurtenances to the same in any wise belonging, to have and to hold the said lot of Ground, dwelling-house, vault, buildings and Premises to the said Thomas Andrew Turner and Alexander Allison, their Heirs and Assigns, to the only use, and behoof of the said Thomas Andrew Turner and Alexander Allison, their Heirs and Assigns for Ever; And Whereas for the purpose of extinguishing all hypothecary claims, charges, and incumbrances, on the said lot of land and Premises, it was in and by the said Deed of Sale covenanted and agreed by and between the said Parties to the said Deed, that the said Thomas Andrew Turner, and Alexander Allison might within one year from the date of the said Deed, at the proper costs and charges of the said Samuel Geriard, Alexander Chuligo and John Forsyth as such Trustees, Syndics or Directors, cause the said lot of ground and premises to be seized and taken in Execution by the Sheriff of the said District of Montreal, as the Property of one or both of them the said Thomas Andrew Turner, and Alexander Allison, and to be sold and adjudged by the said Sheriff at Public Sale, to them the said Thomas Andrew Turner, and Alexander Allison, at and for such price as it might be necessary to bid for the same, without their being held or bound nevertheless to pay any greater or less price for the same than the said Price herein before mentioned, and that the Sale and adjudication of the said Premises so to be made by the said Sheriff should together with the said Deed of Sale make and constitute but one title to, and for the same, as in and by

the

the said Deed of Sale (reference being thereunto had) may more fully and at large appear;
And whereas for the purpose of buying the said lot of ground and premises to a
public sale as aforesaid a certain Writ of Execution, on the twenty seventh day of Novem-
ber in the year last aforesaid was sued out of His Majesty's Court of King's Bench
for the said District of Montreal, at the suit of John Allison of Montreal, Merchant,
against the lands and tenements of the said Thomas Andrew Turner, under and in
pursuance of which the Sheriff of the said District of Montreal seized and took
in Execution the said lot of ground and premises, and after the publications and ad-
vertisements in this behalf by law required sold the same at Public Sale on
the eleventh day of April in the year of our Lord, one thousand, eight hundred,
and fourteen; and whereas at the said Public Sale of the said lot of ground, and
premises, the same were sold and adjudged to the said Thomas Andrew Turner, and
a Deed of Sale thereof was on the twelfth day of April in the year last
aforesaid made and executed by the said Sheriff of the said District of Montreal,
to and in favour of the said Thomas Andrew Turner: And whereas the said
Sheriff's Sale of the said lot of ground and Premises was had and made
under and in pursuance of the said agreement in that behalf in the said Deed
of Sale contained for the purpose of extinguishing hypothecary claims, charges and in-
cumbrances on the said lot of ground and Premises; And whereas it was the meaning
and intention as well of the vendors in the said Deed of Sale named, as of the said Tho-
mas Andrew Turner, and Alexander Allison, that the said Sheriff's Sale, and the
said Deed of Sale should constitute but one Title to and in favour of them the said
Thomas Andrew Turner, and Alexander Allison; And whereas in the said
Sheriff's sale and adjudication, and also in his said Deed of Sale of the said lot
of ground, and premises, it was omitted by inadvertence and mistake to include
the name of the said Alexander Allison, as joint Purchaser with the said Tho-
mas Andrew Turner of the said lot of ground and Premises; And whereas by
reason of such omission, doubts might be entertained as to the effects of the said
Sheriff's Sale in respect of the rights of the said Alexander Allison, unto the said
lot of ground and Premises; Now, therefore, These Presents

Witness That for the purpose of removing all doubts whatsoever touching the rights of the said Alexander Allison in and to the said lot of ground and Premises, and in order to confirm, and secure to the said Alexander Allison, his Heirs and Assigns, all and every his share, right, and interest of, in and to the said lot of ground and Premises under and in pursuance of the said Deed of Sale herein before first mentioned, and bearing date the sixteenth day of October, in the year of our Lord, one thousand, eight hundred and thirteen, and also for and in consideration of the sum of Ten shillings to him the said Thomas Andrew Turner in hand paid by the said Alexander Allison at or before the Execution of These Presents, the receipt whereof is hereby acknowledged, the said Thomas Andrew Turner hath granted, bargained, sold and confirmed, and by these Presents doth grant, bargain, sell and confirm to the said Alexander Allison, his Heirs and Assigns for Ever, one undivided moiety of and in the said lot of ground, dwelling-house, Vault, buildings and premises herein before described, being the part, share and interest of in and to the sum to which he the said Alexander Allison became was and is entitled under and in pursuance of the said Deed of Sale herein before first mentioned bearing date the sixteenth day of October in the year of our Lord, one thousand, eight hundred and thirteen; To have and to hold the said undivided Moiety of and in the said lot of ground dwelling-house, Vault, buildings and Premises, with their and every of their appurtenances to the said Alexander Allison, his Heirs and Assigns, to the only proper use and behoof of the said Alexander Allison, his Heirs and Assigns for Ever; Upon the Terms, Nevertheless, and subject to all and every the conditions, limitations, clauses, matters and things in the said Deed of Sale first above mentioned bearing date the sixteenth day of October, in the year of our Lord, one thousand, eight hundred, and thirteen, and also in the said Deed of Sale of the said Sheriff of the said District of Montreal, bearing date the twelfth day of April, in the year of our Lord, one thousand, eight hundred and fourteen, mentioned, and declared of and concerning the same. And

the said Thomas Andrew Turner for himself, his Heirs, Executors, Curators, and Administrators did and doth hereby covenant, promise and agree to and with the said Alexander Allison and his Heirs, that he the said Thomas Andrew Turner and his Heirs, and all and every person and persons lawfully claiming or to claim any Estate, right, title or interest in or to the said lot of ground and Premises or any part thereof, by from or under him the said Thomas Andrew Turner shall and will from time to time, and at all times hereafter upon the reasonable request, and at the Costs, and charges of the said Alexander Allison, his Heirs or Assigns, make, do, acknowledge, suffer and execute, or cause and procure to be made, done acknowledged, suffered and executed all and every such other and further lawful and reasonable Act, and Acts, Deeds and Deeds, conveyances, and assurances in the Law whatsoever for the further better and more effectual conveying, confirming and assuring the said undivided moiety of the said lot of ground and Premises herein before bargained, sold and confirmed, or mentioned or intended to be, with their appurtenances unto and to the use of the said Alexander Allison his Heirs, and Assigns for Ever, as by the said Alexander Allison, his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised, and required.

In Witness whereof the said Parties have to these Presents interchangeably set their hands and seals the day and year first above written.

Signed, sealed & Delivered
by the above named Thomas
Andrew Turner, in the presence
of
John Gray
Thomas Anderson

Thos. A. Turner
Alex^r. Allison

Signed, sealed & delivered
by the above named Alexander Allison,
in the presence of
Benjamin Lundy
Alex^r. Bellflower

CH 159. S 29

*Received of Mr. J. H. Hunt
May 29th 1817
the sum of \$100.00
for the purchase of
land*

*Benjamin and John
by way of confirmation.*

Alexander Allison.

*to
Thomas Andrew Turner*

From

November 1817.